

**GARDERE**

attorneys and counselors ■ [www.gardere.com](http://www.gardere.com)

October 28, 2002

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~~2131~~ \$  
DAC ✓

Writer's Direct Dial: 214-999-4339

Direct Fax: 214-999-3339

E-mail: [swarren@gardere.com](mailto:swarren@gardere.com)

Commissioner for Patents  
Washington, D.C. 20231

Re: Inventor: M. Russell Merchen  
U.S. Patent Application for METHOD AND SYSTEM FOR AUTHORIZING AND  
CERTIFYING ELECTRONIC TRANSFER  
Serial No.: 09/837,884  
Filing Date: April 18, 2001  
Our File No.: 124521-1000

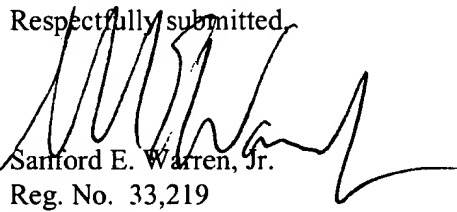
Dear Sir:

In regard to the above-referenced matter, enclosed for filing please find the following items:

- (1) Request for Correction of Inventorship (5 pp);
- (2) Evidence to Waive Requirement Under 37 CFR 1.183 (8 pp);
- (3) Evidence to Waive Requirement Under 37 CFR 1.47(a) & 1.183 (4 pp);
- (4) Declaration and Power of Attorney (4 pp);
- (5) Statement of Inventor to Be Added (3 pp);
- (6) Check in the amount of \$520.00 to cover surcharge fee; and
- (7) Return Postcard.

Please file the above documents and return the date-stamped postcard to our office at the address listed above. Applicant respectfully submits that no additional fees are due in excess of the enclosed check. If this is incorrect, the Commissioner is hereby authorized to charge any fees that may be required by this paper to Deposit Account 07-0153. In the meantime, if you have any questions or comments concerning this matter, please call the undersigned at your earliest convenience. Otherwise, please accept the enclosed.

Respectfully submitted,

  
Sanford E. Warren, Jr.

Reg. No. 33,219

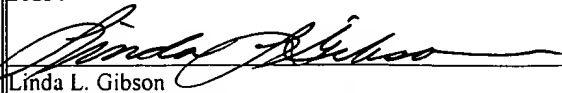
SEW:drv:llg

Enclosures

Express Mail No.: EL 890332601 US

Date of Deposit October 28, 2002

I certify that the accompanying paper is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to: Commissioner for Patents, Washington, DC 20231

  
Linda L. Gibson

**RECEIVED**

DALLAS 1195607v1

OCT 31 2002

**OFFICE OF PETITIONS**

GARDERE WYNNE SEWELL LLP

3000 Thanksgiving Tower, 1601 Elm Street, Dallas, Texas 75201-4761 ■ 214.999.3000 Phone ■ 214.999.4667 Fax



Attorney Docket No.: 521-1000

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of: M.Russell Merchen

Serial No.: 09/837,884

Filed: April 18, 2001

Art Group: 2131

Examiner: not assigned yet

For: METHOD AND SYSTEM FOR AUTHORIZING AND  
CERTIFYING ELECTRONIC TRANSFER

Commissioner for Patents  
Washington, D.C. 20231

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OFFICE OF PETITIONS

**REQUEST FOR CORRECTION OF INVENTORSHIP**  
**UNDER 37 CFR §1.48(a)**

Dear Sir:

Applicants hereby request a correction of inventorship in accordance with 37 CFR §1.48 (a) as permitted by 35 U.S.C. §116. The inventorship for application number 09/837,884, METHOD AND SYSTEM FOR AUTHORIZING AND CERTIFYING ELECTRONIC TRANSFER, by Merchen, was improperly set forth in the executed declaration of the original application filed April 18, 2001. Previously, only inventor M. Russel Merchen was identified. Applicants now wish to add John Brassard, Stan Marett, and Terry Montgomery to correct the application.

The omission of these inventors was unintentional and without deceptive intent. Contained in this submission are the statements of the added inventors, a revised oath or declaration, and the processing fee as set forth in §1.17(i) for \$130.00.

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03 FC:1460 130.00 OP

10/30/2002 SSESHE1 00000010 09837884 130.00 OP  
02 FC:1460

PETITION TO WAIVE REQUIREMENT UNDER 37 CFR §1.183 #5

Applicants hereby request a waiver of the requirement of 37 CFR §1.64 that each of the actual inventors execute the oath or declaration. M. Russell Merchen, the sole original inventor, has refused to reexecute the required 37 CFR §1.63 oath or declaration of inventorship in accordance with 37 CFR §1.48 (a) as permitted by 35 U.S.C. §116.

Applicants have attempted to contact M. Russel Merchen twice by certified mail. In the first instance, dated August 1, 2002 and delivered August 5, 2002, Mr. Merchen accepted delivery of a packet of information containing an oath or declaration (referred to in the attached cover letter as a Power of Attorney) and an Assignment. Copies of the cover letter dated August 1, 2002, and the receipt of mailing certificates are attached.

When Mr. Merchen failed to return notarized copies of these forms, a second certified letter was sent on August 28, 2002. The second letter contained identical information as the first letter but Mr. Merchen refused receipt of the second letter. Copies of the cover letter dated August 28, 2002, and the refused receipt of mailing certificates are attached.

By accepting the first packet of information Mr. Merchen has had an opportunity to review the enclosed material. He has been given a reasonable time to respond to the request and shows no sign of complying. Contrary to compliance, Mr. Merchen has expressly refused to cooperate to many oral and written requests and Applicants have demonstrated this refusal by Mr. Merchen's denial of delivery of the second certified request from MedPort.

Mr. Merchen signed the original oath on August 6, 2001. This oath was submitted to the PTO as a response to a Notice to File Missing Parts. The response was mailed on August 8, 2001. Since that time, two things have happened; new information gathered from Mr. Merchen and his employer demonstrated that three more people should correctly be listed as inventors, and Mr. Merchen left the employment of his sponsoring company. Since Mr. Merchen's separation from the company, he has refused to cooperate with continued prosecution of application 09/837,884.

At the time of the invention, Mr. Merchen was an executive officer of MedPort Inc., or their predecessors in business. The evidence of this is shown by the attached employment contract signed by Mr. Merchen on May 16, 2000, listing him as a Vice President of Business Development of the Company. Mr. Merchen contracted to fulfill "duties, and responsibilities...commensurate with his position." This express language and his position as an officer of the company created a fiduciary duty for Mr. Merchen to assign his rights to the company and not impede with the prosecution of patent application 09/837,884. By refusing to reexecute the §1.63 oath, Mr. Merchen is impeding in the prosecution of patent application 09/837,884.

In light of the described situation, Applicants respectfully request that Mr. Merchen's required signature to reexecute the §1.63 oath as detailed in §1.64 be waived for application 09/837,884. A petition fee is included in accordance with 37 CFR §1.17(h) for \$130.00

**PETITION UNDER 37 CFR §1.47(a) – REFUSAL TO SIGN**

#6

Applicants hereby request a waiver of the requirement of 37 CFR §1.63 that each inventor added under 37 CFR §1.48(a) execute the oath or declaration. Terry Montgomery has refused to execute the required §1.63 oath or declaration of inventorship in accordance with 37 CFR §1.48 (a) as permitted by 35 U.S.C. §116.

Applicants have attempted to contact Mr. Montgomery on a number of occasions. Documentation of one of the attempts, as indicated by certified mail receipt dated October 22, 2002, shows that Mr. Montgomery received a copy of the invention application and all information comprising proper notice. Attached is a copy of the cover letter dated October 18, 2002, detailing the contents of the mailing. Applicants submit that Mr. Montgomery should be deemed to have received adequate notice of the application. His failure to return a notarized copy of the oath and his oral assertions through his former employer, MedPort Inc., demonstrate his intention to refuse to participate in application 09/837, 884.

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In light of the described situation, Applicants respectfully request that the requirement of Mr. Montgomery's signature to execute the §1.63 oath be waived for application 09/837,884. A petition fee is included in accordance with 37 CFR §1.17(h) for \$130.00

**PETITION TO WAIVE REQUIREMENT UNDER 37 CFR §1.183**

Applicants hereby request a waiver of the requirement of 37 CFR §1.48(a)(2) that each of the added inventors supply a statement supporting the addition of that party. Terry Montgomery has refused to execute the required §1.48(a)(2) statement in accordance with 37 CFR §1.48 (a) as permitted by 35 U.S.C. §116.

Applicants have attempted to contact Mr. Montgomery on a number of occasions. Documentation of one of the attempts, as indicated by certified mail receipt dated October 22, 2002, shows that Mr. Montgomery received a copy of the invention application and all information comprising proper notice. Attached is a copy of the cover letter dated October 18, 2002, detailing the contents of the mailing. Applicants submit that Mr. Montgomery should be deemed to have received adequate notice of the application. His failure to return a signed copy of the statement and his oral assertions through his former employer, MedPort Inc., demonstrate his intention to refuse to participate in application 09/837,884.

In light of the described situation, Applicants respectfully request that the requirement of Mr. Montgomery's statement be waived for application 09/837,884. A petition fee is included in accordance with 37 CFR §1.17(h) for \$130.00.

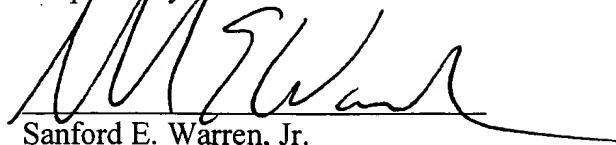
Enclosed herewith is a check for the total amount of \$520.00. It is believed that no additional fees are due. If, however, our calculations are in error and a fee is due, please charge this fee to Deposit Account No. 07-0153. Thank you for your consideration of this matter.

10/30/2002 SSESHE1 00000010 09837884

04 FC:1460

130.00 0P

Respectfully submitted:

A handwritten signature in black ink, appearing to read 'SEW', is written over a horizontal line.

Sanford E. Warren, Jr.

Registration No. 33,219

ATTORNEY FOR APPLICANT

Dated: October 28, 2002

GARDERE WYNNE SEWELL LLP  
1601 Elm Street, Suite 3000  
Dallas, Texas 75201  
(214) 999-4339 - Tel  
(214) 999-3339 - Fax



**EVIDENCE TO WAIVE REQUIREMENT UNDER 37 CFR §1.183  
SIGNATURE OF M. RUSSEL MERCHEN ON OATH**

# MEDPORT



MEDPORT, INC., PO BOX 780841, SAN ANTONIO, TX 78278 T210-525-0409 F210-696-9664

August 1, 2002

*Mailed 8-1-02*

Mr. Russ Merchen  
8613 Joshua Ct.  
North Richland Hills, TX 76180

Russ:

Please sign the enclosed Power of Attorney and sign and notarize the enclosed Assignment and return them to Gardere Wynne at the address given. Thank you for your attention to this matter.

Best regards,

A handwritten signature in cursive script that reads "Doug Helhe".

Doug Helhe  
Executive Vice President  
210-385-4455

**RECEIVED**

OCT 31 2002

**OFFICE OF PETITIONS**



**RECEIVED**

OCT 31 2002

**OFFICE OF PETITIONS****SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

## 1. Article Addressed to:

Russel Merchen  
8613 Joshua Court  
N. Richland Hills, TX  
76180

**COMPLETE THIS SECTION ON DELIVERY**

- A. Received by (Please Print Clearly) B. Date of Delivery  
Russel Merchen 8-5-02  
C. Signature ☐ Agent  
Saula Merchen ☒ Addressee  
D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☒ No

## 3. Service Type

- ☒ Certified Mail ☐ Express Mail  
☐ Registered ☐ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.

## 4. Restricted Delivery? (Extra Fee)

☐ Yes

## 2. Article Number (Copy from service label)

7000 0600 0027 8494 4245

# MEDPORT



MEDPORT, INC., PO BOX 780841, SAN ANTONIO, TX 78278 T210-525-0409 F210-696-9664

August 28, 2002

Mr. Russ Merchen  
8613 Joshua Ct.  
North Richland Hills, TX 76180

Russ:

As you have not returned the Powers of Attorney and notarized Assignments sent by us to you earlier this month and received at your household on August 5, 2002, we are again sending those documents and request that you execute and return them to Gardere Wynne, to the attention of Daniel Chalker, promptly. Many attempts have been made by Medport and by our law firm to obtain these documents from you, beginning in July of 2001. Please sign the enclosed Powers of Attorney, and sign and notarize the enclosed Assignments, and return them to Gardere Wynne at the address given. Your immediate attention to this matter will be appreciated.

Best regards,

A handwritten signature in cursive script that reads "Doug Hellie".

Doug Hellie  
Executive Vice President  
210-385-4455

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OCT 31 2002  
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# MED+PORT

MEDPORT, INC., PO BOX 780841, SAN ANTONIO, TX 78278 T210-525-0409 F210-696-9664

July 6, 2002

FAX MESSAGE

TOTAL OF 3  
PAGES INCL.  
THIS COVER  
LETTER

TO: Daniel Chalker  
Gardere  
Dir. Fax 214-999-3785  
Dir. Voice 214-999-4785

FROM: Stan Marett

Daniel:

Attached is a copy of the employment contract to which Russ Merchen was subject at the time he was detailed to work on Medport's patent filing. Medport, at the time, was a majority-owned subsidiary of Technology Toolworks, Inc., Mr. Merchen's employer. Along with Mr. Merchen, the following employees of TTI, working on behalf of Medport, were the developers of the technology and methodology incorporated in Medport's patent filing:

Stan Marett - US Citizen - Address: 13315 Sage Heights, San Antonio, TX 78230

John Brassard - US Citizen - Address: 5200 Loch Lomond, Waco, TX 76710

Terry Montgomery - US Citizen - Address: 1512 Limestone Trail, Ft. Worth, TX 76134

Noting that (1) Mr. Merchen was employed full time by Medport's parent; (2) that Gardere was under contract with Medport and not with Mr. Merchen; and (3) that Mr. Merchen signed the Power of Attorney for Gardere to proceed with filing the patent on behalf of Medport, we feel confident that the facts support Medport's ownership. Please let us know what additional steps are needed to rectify this matter and to proceed with further filings.

Best regards,

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## EMPLOYMENT AGREEMENT


**THIS AGREEMENT** made this sixteenth day of May, 2000, between M. Russel Merchen of North Richland Hills, Texas, (the "Executive"), and Biz-Port, Inc., a Texas corporation located at 12011 Huebner, Suite 214, San Antonio, Texas, 78230 (the "Company"), is as follows:

- I. **Employment.** The Company hereby agrees to and does hereby employ the Executive, and the Executive hereby agrees to and does hereby enter the employ of the Company, for the period set forth in paragraph 2 below (the Period of Employment), in the position and with the duties and responsibilities set forth in paragraph 3 below, and upon the other terms and conditions set forth in this Agreement.
- II. **Period of Employment.** The Period of Employment shall commence on May 22, 2000, and, subject only to the provisions set forth elsewhere in this Agreement, shall continue until the close of business on May 22, 2005, or such later date as shall result from a written agreement executed by both parties of this Agreement. In the event that Executive shall continue in the full-time employment of the Company after May 22, 2005, or such later date without a written extension of this Agreement, such continued employment shall be subject to the terms and conditions of this Agreement and the Period of Employment shall include the period during which the Executive in fact so continues in such employment.
- III. **Position.** It is contemplated that during the Period of Employment the Executive shall serve as Vice President of Business Development of the Company, reporting to the Chief Executive Officer of the Company. Executive shall have the following duties and responsibilities: Obtaining new business through sales and marketing of Company products, as well as nurturing additional business from existing clients, and carrying out the policies and plans set forth by the Board of Directors and the Chief Executive Officer of the Company. The Executive will work in accordance with the budgeted objectives to obtain maximum profitability. At all times during the Period of Employment the Executive shall hold a position of scope, with functions, duties, and responsibilities attached thereto, at least equal in responsibility and importance and in scope and commensurate with his position as described in general terms previously in this paragraph.
- IV. **Performance.** Throughout the Period of Employment, the Executive agrees to devote his full time and undivided attention during normal business hours to the business and affairs of the Company and, in particular, to the performance of all the duties and responsibilities of Vice President of Business Development of the Company and its subsidiaries and divisions.
- V. **Compensation.** For all services rendered by the Executive in any capacity during the Period of Employment, including, without limitation, services as an executive, officer, director or member of any committee of the Company or its subsidiaries, divisions, or affiliates, the Executive shall be paid as compensation: a base or fixed salary, payable bi-monthly, at the rate of \$10,000 per month, with such increases in such rate as shall be awarded from time to time by the Board of Directors and a bonus/incentive plan as outlined in Attachment A.
- VI. **Executive Incentive Programs.** During the Period of Employment the Executive shall be and continue to be a participant in the Incentive Stock Option Plan of the Company, when established, and in any and all other executive incentive plans in which executives of the Company, as a class, participate, both those that are in effect on the date of this Agreement, and those that may hereafter be adopted, including, without limitation, any stock option, stock purchase, or stock appreciation plans, or equivalent successor plans that may be adopted by the Company, with at least the same reward opportunities that have heretofore been provided. Nothing in this Agreement shall preclude improvement of the reward opportunities in such plans or other plans in accordance with the practice of the Company.

- VII. **Effect of Death.** In the event of the death of the Executive during the Period of Employment, the legal representative of the Executive shall be entitled to the base or fixed salary provided for in paragraph 5 above for the month in which death shall have occurred, at the rate being paid at the time of death, and the Period of Employment shall be deemed to have ended as of the close of business on the last day of the month in which death shall have occurred but without prejudice to any payment otherwise due in respect to the Executive's death.
- VIII. **Confidentiality.** The Executive agrees not to disclose, either while in the Company's employ or at any time thereafter, to any person not employed on a full-time basis by the Company, or not engaged to render services to the Company, except with the prior written consent of an officer authorized to act in the matter by the Board of Directors of the Company, including, without limitation, information relating to any inventions, processes, formulae, plans, devices, compilations of information, methods of distribution, customers, client relationships, marketing strategies, or trade secrets of the Company, its divisions, subsidiaries, or affiliates; provided, however, that this provision shall not preclude the Executive from use or disclosure of information known generally to the public or of information not considered confidential by persons engaged in the business conducted by the Company, its division, subsidiaries, or affiliates, or from disclosure required by law or Court Order. The Executive also agrees that upon leaving the Company's employ he will not take with him any record, blueprint, specification, or other document, data or property of the Company, its divisions, subsidiaries, or affiliates.
- IX. **Severance Provisions.** The following provision pertains to the potential termination of the Executive prior to the end of the Period of Employment: (1) termination for Cause, such Cause defined as an act or acts of dishonesty on the part of the Executive and resulting or intended to result directly or indirectly in gain or personal enrichment at the expense of the Company, or if there has been a breach by the Executive relating to the time devoted to the affairs of the Company, or breach of confidentiality with respect to the Company; (2) either the Executive or the Company may terminate this Agreement in 90 days upon delivery of written notice to the other party at that party's address of record.

EXECUTED AND AGREED this day by the undersigned.

  
M. Russel Merchen

  
Biz-Port, Inc. \_\_\_\_\_, President

\_\_\_\_\_, Secretary-Treasurer and Director  
Biz-Port, Inc.



**EVIDENCE TO WAIVE REQUIREMENT UNDER 37 CFR §1.47(a)  
SIGNATURE OF TERRY MONTGOMERY ON OATH**

**EVIDENCE TO WAIVE REQUIREMENT UNDER 37 CFR §1.183  
STATEMENT OF ADDED INVENTOR TERRY MONTGOMERY**

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**OCT 31 2002**

**OFFICE OF PETITIONS**

**GARDERE**

attorneys and counselors ■ [www.gardere.com](http://www.gardere.com)

Direct: 214-999-4339  
Direct Fax: 214-999-3339  
[swarren@gardere.com](mailto:swarren@gardere.com)

October 18, 2002

Terry Montgomery  
1512 Limestone Trail  
Fort Worth, Texas 76134

Re: Merchen, et al. Patent Application for a **METHOD AND SYSTEM FOR  
AUTHORIZING AND CERTIFYING ELECTRONIC DATA TRANSFERS**  
Our File: 124521-1000

Dear Mr. Montgomery:

Contained in this envelope are four items:

- Declaration and Power of Attorney
- Statement of an Inventor to be Added
- Assignment of Interest
- Patent Application – 09/837,884 – METHOD AND SYSTEM FOR  
AUTHORIZING AND CERTIFYING ELECTRONIC DATA TRANSFERS

Please sign the enclosed Declaration and Power of Attorney and the Statement of an Inventor to be Added. Please sign and notarize the Assignment sheet and return all of the documents to either MedPort or Gardere Wynne Sewell LLP. This will enable your name to be correctly added to the patent application.

If you should have any questions or comments, please do not hesitate to call me.

Cordially,

  
Sanford E. Warren, Jr.

SEW/eaz

Enclosures  
DALLAS 1192924v1

**Certified Article Number**

**7106 4575 1294 1197 0074**

**SENDERS RECORD**

**Via Certified Mail**

**Return Receipt Requested**

**7106 4575 1294 1197 0074**

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**OCT 31 2002**

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7106 4575 1294 1197 0074

**TO:** Terry Montgomery  
1512 Limestone Trail  
Fort Worth, Texas 76134



**SENDER:** Daryl R. Wright  
124521-1000  
**REFERENCE:**

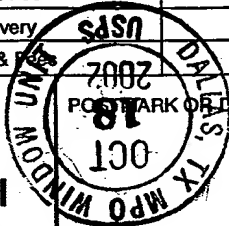
PS Form 3800, June 2000

RETURN RECEIPT SERVICE	Postage	.37
	Certified Fee	2.30
	Return Receipt Fee	1.75
	Restricted Delivery	0.00
	Total Postage & Fees	4.42

US Postal Service

**Receipt for  
Certified Mail**

No Insurance Coverage Provided  
Do Not Use for International Mail



**RECEIVED**


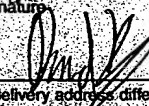
OCT 31 2002

OFFICE OF PETITIONS

GARDERE WYNNE SEWELL LLP

OCT 21 2002



<b>2. Article Number</b>  7106 4575 1294 1197 0074		<b>COMPLETE THIS SECTION ON DELIVERY</b>	
<b>3. Service Type</b> CERTIFIED MAIL		<b>A. Received by (Please Print Clearly)</b> David Kay	<b>B. Date of Delivery</b> 10-22-02
<b>4. Restricted Delivery? (Extra Fee)</b> <input type="checkbox"/> Yes		<b>C. Signature</b> X 	<input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee
<b>1. Article Addressed to:</b> Terry Montgomery 1512 Limestone Trail Fort Worth, Texas 76134		<b>D. Is delivery address different from item 1?</b> If YES, enter delivery address below:  GARDERE WYNNE SEWELL LLP OCT 23 2002	
RE: 124521-1000		SENDER: Daryl R. Wright	
PS Form 3811, June 2000		Domestic Return Receipt	

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**DECLARATION AND POWER OF ATTORNEY  
FOR UTILITY OR DESIGN PATENT APPLICATION**

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OCT 31 2002  
**OFFICE OF PETITIONS**

As a below named inventor, I hereby declare that:

Our residence, mailing address, and citizenship are as stated below next to our name;

I believe we are the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention, design or discovery entitled:

**METHOD AND SYSTEM FOR AUTHORIZING AND CERTIFYING ELECTRONIC DATA  
TRANSFERS**

the specification of which

☒ was filed on April 18, 2001 as United States Application Number 09/837,884.

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment specifically referred to above.

I acknowledge the duty to disclose information which is material to patentability as defined in 37 CFR § 1.56, including for continuation-in-part applications, material information which became available between the filing date of the prior application and the national or PCT international filing date of the continuation-in-part application.

I hereby claim foreign priority benefits under 35 U.S.C. § 119(a)-(d) or (f) or § 365(b) of any foreign application(s) for patent, inventor's or plant breeder's rights certificate(s), or § 365(a) of any PCT international application which designated at least one country other than the United States of America, listed below and have also identified below any foreign application for patent, inventor's or plant breeder's rights certificate(s), or any PCT international application having a filing date before that of the application on which priority is claimed:

NONE

I hereby claim the benefit under 35 U.S.C. § 119(e) of any United States provisional application(s) listed below:

NONE

I hereby claim the benefit under 35 U.S.C. § 120 of any United States application(s) listed below or § 365(c) of any PCT International Application designating the United States of America listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application(s) or PCT International application in the manner provided by the first paragraph of 35 U.S.C. § 112, I acknowledge the duty to disclose to the Office all

Attorney Docket No.: 124521-1000

information known to me to be material to patentability as defined in 37 CFR § 1.56 which became available between the filing date of any prior application(s) and the national or PCT international filing date of this application:

NONE

I hereby appoint:

Ronald W. Burns, Reg. No. 44,044  
Daniel J. Chalker, Reg. No. 40,552  
Michael L. Coblenz, Reg. No. 41,492  
Kenneth T. Emanuelson, Reg. No. 46,684  
Edwin S. Flores, Reg. No. 38,453  
Jason R. Fulmer, Reg. No. 46,715  
Kenneth R. Glaser, Reg. No. 24,015  
Robert E. Holthus, Reg. No. 50,347  
John Timothy Headley, Reg. No. 31,765  
Todd E. Landis, Reg. No. 44,200  
Michael E. Martin, Reg. No. 24,821  
Carol M. Nielsen, Reg. No. 37,676  
Kay Lyn Schwartz, Reg. No. 39,020  
Jennifer S. Sickler, Reg. No. 36,005  
Sanford E. Warren, Jr., Reg. No. 33,219  
Thomas C. Wright, Reg. No. 47,189

of the firm of GARDERE WYNNE SEWELL LLP, my attorneys with full power of substitution and revocation, to prosecute this application and to transact all business in the United States Patent and Trademark Office connected therewith, and to file and prosecute any international patent application filed thereon before any international authorities under the Patent Cooperation Treaty.

Attorney Docket No.: 124521-1000

Send correspondence to: Daniel J. Chalker  
GARDERE WYNNE SEWELL LLP  
Thanksgiving Tower  
1601 Elm Street, Suite 3000  
Dallas, Texas 75201

and direct all telephone calls to Daniel J. Chalker at (214) 999-4785, fax: (214) 999-4667.  
Attorney Docket No. 124521-1000

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Full Given name of Inventor: M. Russel Merchen  
Inventor's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Residence (City, State, Country): \_\_\_\_\_  
\_\_\_\_\_

Citizenship: United States of America

Mailing Office Address: Same as above  
City, State, Zip:

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Inventor's Signature: Stan Marett

Date: 7-29-02

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Attorney Docket No.: 124521-1000

Full Given name of Inventor:

John Brassard

Inventor's Signature:

John Brassard

Date:

8/1/2002

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Full Given name of Inventor:

Terry Montgomery

Inventor's Signature:

\_\_\_\_\_

Date:

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Citizenship:

United States of America

Mailing Office Address:

Same as above

Attorney Docket No.: 124521-1000



PATENT

EXHIBIT A

In re Application of: Merchen, et al.

Serial No.: 09/837,884

Filing Date: April 18, 2001

Group Art Unit: 2131

Examiner:

U.S. Patent Application: METHOD AND SYSTEM FOR AUTHORIZING AND  
CERTIFYING ELECTRONIC DATA TRANSFERS

**RECEIVED**

OCT 31 2002

**OFFICE OF PETITIONS**

**STATEMENT OF INVENTOR TO BE ADDED UNDER 37 C.F.R. § 1.48(a)**

I, STAN MARETT, hereby declare as follows:

1. The error in inventorship in the above-referenced Application occurred without deceptive intention on my part.
2. I am aware that this Statement is being submitted to the United States Patent and Trademark Office.
3. All statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further, that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Respectfully submitted,

Dated: 7-29-02

Stan Marett

Attorney Docket No.: 124521-1000



PATENT

EXHIBIT B

In re Application of: Merchen, et al.

Serial No.: 09/837,884

Filing Date: April 18, 2001

Group Art Unit: 2131

Examiner:

U.S. Patent Application: METHOD AND SYSTEM FOR AUTHORIZING AND  
CERTIFYING ELECTRONIC DATA TRANSFERS

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OCT 31 2002

OFFICE OF PETITIONS

**STATEMENT OF INVENTOR TO BE ADDED UNDER 37 C.F.R. § 1.48(a)**

I, TERRY MONTGOMERY, hereby declare as follows:

1. The error in inventorship in the above-referenced Application occurred without deceptive intention on my part.
2. I am aware that this Statement is being submitted to the United States Patent and Trademark Office.
3. All statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further, that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Respectfully submitted,

Dated: \_\_\_\_\_

\_\_\_\_\_  
Terry Montgomery



Attorney Docket No.: 124521-1000



PATENT

EXHIBIT C

In re Application of: Merchen, et al.

Serial No.: 09/837,884

Filing Date: April 18, 2001

Group Art Unit: 2131

Examiner:

U.S. Patent Application: METHOD AND SYSTEM FOR AUTHORIZING AND  
CERTIFYING ELECTRONIC DATA TRANSFERS

**RECEIVED**

OCT 31 2002

**OFFICE OF PETITIONS**

**STATEMENT OF INVENTOR TO BE ADDED UNDER 37 C.F.R. § 1.48(a)**

I, JOHN BRASSARD, hereby declare as follows:

1. The error in inventorship in the above-referenced Application occurred without deceptive intention on my part.
2. I am aware that this Statement is being submitted to the United States Patent and Trademark Office.
3. All statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further, that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "John Brassard", written over a horizontal line.

John Brassard

Dated: 8-1-2002